

AGRICULTURE AND LAND-BASED TRAINING ASSOCIATION (ALBA)

PO Box 6264; Salinas, CA 93912

(831) 758-1469/Office (831) 758-3665/Fax

FARM LEASE

This is a FARM LEASE (the "Lease"), dated as of _____, 20__, between AGRICULTURE AND LAND-BASED TRAINING ASSOCIATION, a California nonprofit public benefit corporation (called "we," "us," or "ALBA") and [_____] (called "you," or "Lessee").

BACKGROUND

ALBA's mission is to advance economic viability, social equity and ecological land management. Its programs include the Small Farmer Education Program and the Small Farmer Incubation Program in which aspiring farmers receive training and experience in farm operations and management. Graduates of the programs and others are eligible to lease land from ALBA for agricultural production. You wish to lease land from ALBA for that purpose and we wish to lease it to you, on the terms described in this Lease.

YOU AND ALBA AGREE AS FOLLOWS:

1. Lease and Term

1.1 **Lease.** We lease to you the [_____] acre land parcel described on Exhibit A of this Lease (the "Parcel") for the use set forth in Section 1.2. For convenience, a summary of the basic terms is on the last page of this Lease.

1.2 **Use.** You will use the Parcel for the sole purpose of agricultural production as described in this Lease and consistent with ALBA's mission.

1.3 **Term.** You have the right to use the Parcel for [___] year(s), starting on [_____, 20__] and ending [_____, 20__]. This Lease will terminate upon the expiration of this term or the renewal term, if any, or if we terminate it as described in Section 9. You will vacate the Parcel as described in Section 3.14 when the Lease terminates.

1.4 **Renewal.** You may request to renew this Lease under the ALBA Contract Renewal Process. You acknowledge receiving a copy of the ALBA Contract Renewal Process. We have sole discretion in determining whether to renew this Lease. If we do not renew this Lease, this Lease will terminate at the end of the term set forth in Section 1.3.

2. Rent, Security Deposit and Crop Lien

2.1 **Rent.** On the date that this Lease is signed and each following anniversary, you will pay us [\$_____] per acre per year in rent for a total amount of [\$_____] per year. After the first year of this Lease, ALBA may, in its sole discretion, change your payment method for a later year or years by notifying you within [30] days prior to any anniversary of this Lease. In that case, ALBA may allow you to pay your total yearly rent as follows:

(i) Every Six Months. You will pay us half the yearly rent in the amount of [\$_____] on each anniversary of this Lease and the remaining half of the yearly rent in the amount of [\$_____] on the first day of the sixth month after each anniversary; **or**

(ii) Equal Monthly Payments. You will pay us half the yearly rent in the amount of [\$_____] on each anniversary of this Lease and the remaining amount due for the year in equal payments of [\$_____] per month, plus an administrative charge of \$5 per month, on the first day of each following month during the applicable year.

If ALBA does not give you notice of any change in your payment method, you must pay your total yearly rent on each anniversary of the date of the signing of this Lease.

2.2 Late Payment. Your failure to pay rent within 5 days of when the payment is due breaches this Lease. If that happens, we will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent. In addition, we will charge you interest on any unpaid rent at the rate of 1% monthly, calculated from the 6th day after the payment became due and continuing until paid.

2.3 Security Deposit. On the day you sign this Lease, you will pay us \$100 per acre as a security deposit to secure performance of your duties under this Lease. If you breach this Lease, we may apply all or any part of your security deposit to any amount we pay by reason of your default and to any damages to which we are entitled under this Lease, whether those damages accrue before or after eviction proceedings or other reentry by us. If you have not defaulted under this Lease, we will return your security deposit to you when this Lease terminates.

2.4 Crop Lien. To secure your prompt payment of rent and faithful performance of this Lease, you grant to us an undivided security interest in all crops and "farm products" (as defined in Section 9102 of the California Commercial Code) planted, cultivated, grown or used in connection with your farm operations on the Parcel during the term or any renewals of this Lease. This security interest is a valid, first priority security interest. You consent to us making any filing required by law to perfect our lien.

3. Operation and Maintenance of Parcel

3.1 Method of Work. You will have sole responsibility for the planning, management and carrying out of your operations on the Parcel whether or not you obtain educational or technical support from us. You will be responsible for hiring, monitoring and paying any labor you use in your operations.

3.2 Maintenance and Care. You will cultivate the Parcel faithfully and in a timely, thorough and businesslike manner. You will care for the Parcel by properly overseeing all farming operations (e.g., soil preparation, planting, irrigation, cultivation, weed and pest control, harvesting, marketing) and maintaining the Parcel and the areas surrounding the Parcel in good condition, organized, and clean of trash, debris, weeds, packing supplies and unused equipment. You will take care to prevent waste or damage to the Parcel. We have the right, but not the obligation, to enter the Parcel with reasonable notice to you to address any severe weed, pest or erosion problems and to charge the cost of such actions to you.

3.3 Farmer Policies. You will comply with the ALBA Farmer Policies. You acknowledge receiving a copy of the ALBA Farmer Policies.

3.4 Soil Conservation Plan. You will comply with the ALBA Soil Conservation Plan. You acknowledge receiving a copy of the ALBA Soil Conservation Plan.

3.5 Equipment Use Protocol. You will comply with the ALBA Equipment Use Protocol. You acknowledge receiving a copy of the ALBA Equipment Use Protocol.

3.6 Equipment Memorandum of Understanding. You will comply with the ALBA Equipment Memorandum of Understanding. You acknowledge receiving a copy of the ALBA Equipment Memorandum of Understanding.

3.7 Irrigation Protocol. You will comply with the ALBA Irrigation Protocol. You acknowledge receiving a copy of the ALBA Irrigation Protocol. At your expense, you will repair any damage you cause to the irrigation system, including the underground main lines and above ground hydrants, in a manner satisfactory to us.

3.8 Rules of ALBA. You will comply with rules of ALBA. You acknowledge receiving a copy of the Rules of ALBA.

3.9 Windbreak Trees and Hedgerows. You will keep the area underneath and surrounding the windbreaks on the Parcel free of garbage, vehicles, equipment, packing materials and other artificial materials. You will maintain and protect the windbreaks, trees and native plants on or adjacent to the Parcel. If you damage or destroy any windbreaks, trees or native plants on or adjacent to the Parcel, you will pay us \$15 per plant and replace each plant at your own expense within 7 days of our written request.

3.10 Alterations. You may not make or permit any alterations or improvements to the Parcel other than for agricultural production without ALBA's prior written consent. On the expiration or termination of this Lease, all improvements and alternations to the Parcel other than trade fixtures will belong to us, and we have no obligation to reimburse you.

3.11 Storage of Materials. You will comply with all storage requirements and regulations set out in the ALBA Farmers Policies. You are responsible for cleaning up any fuel or debris discharged on the Parcel. We will assess you a fine of \$25 per day if you do not clean up any spills of hazardous materials within 3 days after the spill.

3.12 Farm Equipment and Structures. You may not bring any farm equipment or structures not owned by us onto the Parcel without first notifying our farm manager. Once you provide notification, you must designate a specific place for such farm equipment or structures on your Parcel and keep them there when not in use for farming. You may not place any farm equipment or structures near or in hedgerows or other vegetation on the Parcel or other land owned by ALBA. If you violate this Section 3.11, in addition to notifying you of your default under the Lease, we may remove your farm equipment or structures from the prohibited areas and store them at a warehouse or any other location for your account and at your risk and expense. We will release this property to you only when you pay all charges relating to such storage. Upon termination of this Lease, you will remove any farm equipment or structures that you brought onto the Parcel only in the presence of our farm manager or other staff. If you leave any farm equipment, structures or other personal property on land owned by ALBA after termination of this Lease, we will have the rights described in Section 9.4 of this Lease.

3.13 Records. You will maintain good and businesslike records of your operations, including, but not limited to, information about your crop choices, yields, costs of production, sales and profits, and will, for the term of the Lease and any renewal terms, make these records and information available to ALBA as ALBA may reasonably request, including as provided by Section 5.5 of this Lease. You consent to ALBA using your information for data analysis and aggregation purposes and to disclosing it, on a no-name basis, in our external reporting and communications activities as described in the ALBA Farmer Policies.

3.14 Liens. You will not incur, create or assume any lien on any portion of the Parcel (including any mechanic's or materialmen's liens), except the liens created under Sections 2.3 and 2.4 of this Lease. You will keep the Parcel free and clear of any and all liens arising out of any work performed or materials furnished to you for or at the Parcel, and any other obligations you incur.

3.15 Yielding Possession. Upon termination of this Lease, you will leave and surrender the Parcel to us in at least as good order and condition as on the date that this Lease is signed. Upon the termination of this Lease, you will also deliver and surrender to us all ALBA equipment and personal property in as good order and condition as on the date that you borrowed such equipment, ordinary wear and tear excepted, or you will pay us for the property, measured as the property's value as of the date that you borrowed such equipment.

3.16 No Transfers. You may not assign, mortgage, pledge, encumber or otherwise transfer this Lease, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others (including for shared crop rotation as described in the ALBA Farmer Policies), without ALBA's prior written consent in each instance. Any attempted transfer in contravention of this Section 3.15 is void and is a default under this Lease.

3.17 Understandings. You acknowledge that we are not making any representations, warranties, promises, or guarantees of any kind to you, including, but not limited to, any representations about crop success, sales or profits from your operations. You have made your own independent business evaluation in deciding to enter into this Lease and grow crops on the Parcel.

4. Costs of Operations

4.1 Services. We will provide you with water and electricity for the Parcel. In our sole discretion, we may also rent or allow you to use farming equipment owned by us for use on the Parcel. You will pay all expenses in connection with your operations on the Parcel, including, but not limited to, charges related to the water, electricity, and farming equipment (the "Services") provided by us, and all sales, use and utility taxes relating to those Services.

4.2 Payment. At the beginning of each month, we will send you a bill for the Services. You will pay this bill within 30 days of the invoice date of the bill. We will calculate the amount you owe by charging you for your portion of the Services in accordance with the ALBA Services Bill Calculation Policy. You acknowledge receiving a copy of the ALBA Services Bill Calculation Policy.

4.3 Late Payment. If you do not pay the bill for Services by the time it is due, you will be assessed a \$25 processing fee and interest will accrue on the unpaid amount at the rate of 1% monthly, calculated from the date the payment became due and continuing until paid. In our sole discretion, we may also cease allowing you to use our farming equipment until your bill for Services is paid in full.

4.4 Service Interruptions. No failure or interruption of any Services will entitle you to terminate this Lease or to withhold rent or other sums due under this Lease. We may interrupt or suspend any Service to the Parcel to make improvements or repairs or upon the occurrence of an accident or emergency, as we determine necessary in our sole discretion. We will use reasonable efforts to minimize interference with your use of the Parcel but you understand that our interruption or suspension of any Services may not be treated as an actual or constructive eviction, entitle you to any compensation, abatement or diminution of rent, relieve you from any of your obligations under this Lease or impose any liability upon us.

4.5 Other Expenses. You are responsible for paying all expenses, fees and charges for materials that we may supply to you, including, but not limited to, compost, seed, fertilizer and custom tractor work. You will also pay all other expenses, fees and charges incurred due to your use of the Parcel, including, but not limited to, fees and expenses for licenses, insurance, labor, and materials necessary to conduct farming operations and produce crops on the Parcel.

4.6 Taxes. You will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with your operations. You are solely responsible for paying all personal property taxes or assessments levied on your personal property on the Parcel and all taxes that result from income and profits from your operations on the Parcel. If the Parcel is subject to real property taxes or assessments, you are solely responsible for paying such taxes.

5. Compliance

5.1 Agricultural Regulations and Agricultural Waiver. You will comply with all applicable regulations and requirements of the United States Department of Agriculture (USDA), the California Certified Organic Farmers (CCOF), the California Department of Food and Agriculture, and the Agricultural Commissioner of Monterey County. You will be responsible for all assessments, inspections, renewal registration costs, and other fees charged by these agencies. Every month, you will submit your farm record books and sales receipts to us to be evaluated for compliance with CCOF and USDA regulations, but you understand that our review will not corroborate, limit or otherwise affect your responsibility to comply with such regulations. You will leave copies of all your records with us for a period of five years after the termination of this Lease or as otherwise required by CCOF and the USDA. If you use irrigation, you will obtain and deliver a copy to us of an agricultural waiver to discharge non-point source pollution in waterways by the end of your fourth year renting from us or by the end of the first year that we classify you under the ALBA Farmer Policies as a “commercial farmer.” You are responsible for all expenses related to obtaining an agricultural waiver including, but not limited to, enrollment fees, costs of implementing practices and monitoring fees.

5.2 Environmental Laws. You will use and operate the Parcel in compliance with all laws, statutes, ordinances, rules and regulations relating to protection of human health or the environment, relating to hazardous materials, or relating to liability for or costs of other actual or threatened danger to human health or the environment (“Environmental Laws”). You will not release hazardous materials onto the Parcel other than those that are necessary to your farming operations and then only in accordance with Environmental Laws. You will take, at your sole expense and to our satisfaction, any corrective action or remedial response to clean up, detoxify, decontaminate or contain any hazardous materials relating to your farming operations that do not comply with Environmental Laws.

5.3 Labor Laws. You will comply with all laws, statutes, ordinances, rules and regulations relating to your employment or use of labor on the Parcel. You will not employ or allow family members to provide labor unless they do so in compliance with all local, state and federal labor laws, including, but not limited to, laws relating to workers’ compensation insurance, minimum wage, overtime, taxes and required deductions.

5.4 Other Laws. You will comply with all applicable laws, statutes, ordinances, rules, and regulations governing the use of the Parcel and purchase all necessary licenses and permits, including an annual Operator I.D. from the Agricultural Commissioner of Monterey County.

5.5 Inspection. We may enter the Parcel at all reasonable times to inspect the Premises and evaluate whether you are in compliance with the terms of this Lease, and for the purpose of taking any other actions we believe are appropriate to protect ALBA’s interests in the Parcel. The presence of ALBA representatives on or near the Parcel will not limit or affect in any way your obligations under this Lease. This Section 5.5 does not impose any duty on ALBA to inspect the Parcel, report to you the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

6. Insurance

[NOTE TO CLIENT: We suggest consulting your insurance agent regarding the sufficiency of these insurance provisions.]

6.1 Contributions. You will have sole responsibility for paying all insurance contributions in connection with your operation of the Parcel, including, but not limited to, any contributions required for liability, disability, unemployment and workers’ compensation insurance.

6.2 Liability Insurance. If you employ anyone to work on the Parcel, you will obtain commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring on the Parcel of not less than \$1,000,000 per occurrence under which you are named as the insured and ALBA is named as an additional insured. This insurance must include environmental liability. **[NOTE TO CLIENT:** We suggest consulting your insurance agent as to whether general liability insurance typically covers environmental liability.]

6.3 Workers' Compensation. If you employ anyone to work on the Parcel, you will obtain workers' compensation, subject to California's statutory limits, and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee with respect to any work or operations on or about the Parcel.

6.4 Insurance Requirements. All insurance policies required in this Section 6 must contain provisions stating that the policy cannot be cancelled and no material change in coverage can be made to it unless the insured parties receive 30 days prior notice. All insurance policies required under this Section 6 must be issued by financially sound and responsible insurance companies authorized to do business in California.

6.5 Evidence of Insurance. On or before we deliver possession of the Parcel to you, you will provide us with a copy of the required insurance policies. You will deliver to us evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, you may deliver to us a certificate of insurance evidencing your insurance policies, provided that we also receive a copy of the endorsement naming us as additional insureds.

7. Indemnification and Waiver of Liability

7.1 Indemnification. You will indemnify and hold ALBA and our directors, officers, employees, agents, and assigns (together, "Our Agents"), harmless against all claims, liabilities, losses, damages, expenses and attorneys' fees (together, "Losses"), including, but not limited to, Losses arising from any death, property damage or injury of any nature whatsoever that may be suffered or sustained by you or your employees, contractors, family members, suppliers, creditors, guests, customers or any other person in a relationship with you (together, "Your Agents"), which may arise directly or indirectly from (a) your or Your Agents' use or operation of the Parcel, (b) any breach by you of this Lease including, but not limited to, your failure to comply with labor or Environmental Laws, or (c) any other act or omission by you or Your Agents in connection with the Parcel or this Lease, except and only to the extent the liability is caused by the gross negligence or willful misconduct of us or Our Agents. This Section 7.1 will survive any termination of this Lease.

7.2 Waiver of Liability. You waive all claims against ALBA and Our Agents with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by you or Your Agents from any causes whatsoever (including, but not limited to, Your Agents and your use of ALBA equipment and any claims that may arise on account of any first aid or medical treatment, including the lack of timing of such, rendered to you or Your Agents), except to the extent such injury or death is caused by the gross negligence or willful misconduct of ALBA or Our Agents; or (b) any loss or damage or injury to any property on or about the Parcel belonging to you or Your Agents; except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by you and is caused by the gross negligence or willful misconduct of ALBA or Our Agents. Subject to the prior provisions, neither ALBA nor Our Agents shall be liable for any damage or damages of any nature whatsoever to you or Your Agents caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain or other substances leaking, issuing or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance or alteration of any part of the Parcel, or by anything done or omitted to be done by you, Your Agents or any other person on the Parcel, including other farmers. In addition, neither ALBA nor Our Agents shall be liable for any Losses for which you are required to insure. This Section 7.2 will survive any termination of this Lease.

8. Default

8.1 Default. The occurrence of any of the following events will be a default under this Lease:

- (a) You fail to pay rent within 5 days of when the payment is due;

- (b) You fail to pay your Services bill within 30 days of the invoice date;
- (c) You abandon or vacate the Parcel;
- (d) You allow any portion of the Parcel to go unplanted for three or more months or you allow weeds to cover more than 25% of the vegetative cover; provided, however, that we may choose, in our sole discretion, to waive this default if you take action to remedy this default within 10 days after our oral or written notice to you;
- (e) You attempt to assign, sublease or transfer of the Parcel in violation of Section 3.15 of this Lease;
- (f) You fail to comply with, observe or perform any other term, covenant or condition of this Lease not specifically mentioned in this Section 8 if your failure continues for more than 30 days after receiving written notice of the default from us. If, however, you cannot comply with reasonable diligence within that 30-day period, you will have as long as is reasonably necessary to fully comply, but not more than 90 days, provided that you begin compliance activities within that 30-day period and thereafter pursue compliance to completion with diligence. We may determine in our sole discretion whether you have achieved compliance;
- (g) Attachment, execution or judicial seizure of substantially all your assets on the Parcel or your interest under this Lease, if not discharged within 30 days; or
- (h) You institute any legal action, or any legal action is brought against you, under bankruptcy or any similar law which is not dismissed within 60 days; or the appointment of a receiver, trustee, custodian or other similar official for you or for all or a substantial portion of your assets, or you commit any other act indicating insolvency.

9. Remedies

9.1 Our Remedies. Upon the occurrence of a default and at our option, and without limiting the exercise of any other right or remedy we may have on account of such default, we may give you 3 days' notice of termination of this Lease, in which event this Lease will immediately terminate upon the expiration of such 3-day period. You must then leave, quit and surrender the Parcel to us but you will remain liable for damages to the extent permitted by law.

9.2 Damages. If we elect to terminate this Lease, then under Section 1951.2 of the California Civil Code, we will be entitled to recover from you the total of:

- (a) The worth at the time of award of the unpaid rent earned as of the date of the termination of this Lease;
- (b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after the date of termination of this Lease until the time of award exceeds the amount of such rental loss that you prove could have been reasonably avoided;
- (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that you prove could have been reasonably avoided;
- (d) Any other amount necessary to compensate us for the detriment proximately caused by your failure to perform your obligations under this Lease or which, in the ordinary course of things, would be likely to result from your failure; and

(e) Any other amount which we may be permitted to recover from you to compensate us for the detriment caused by your default.

The "worth at the time of award" of the amounts referred to in subparagraphs (a) and (b) of this Section 9.2 will be computed by allowing interest at the lower of 5% per annum plus the discount rate of the Federal Reserve Bank of San Francisco, or the maximum rate then permitted by law. The "worth at the time of award" of the amount referred to in subparagraph (c) of this Section 9.2 will be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%. The term "rent" as used in this Section 9.2 includes all sums required to be paid by you to us under this Lease.

9.3 Cumulative Remedies. All of our rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers and remedies given to us at law or in equity. The exercise of any one or more of these rights or remedies will not impair our right to exercise any other right or remedy including any and all rights and remedies of a landlord under California Civil Code Section 1951.8, California Code of Civil Procedure Section 1161 et seq., or any similar, successor or related laws.

9.4 Personal Property. If you leave any of your personal property on the Parcel after the termination of this Lease, we may store it at a warehouse or any other location for your account and at your risk and expense. We will release the property only when you pay all charges relating to storage and all other amounts you owe us under this Lease. If you do not reclaim your property within the period permitted by law, we may sell it in accordance with law and apply the proceeds of the sale to any amounts you owe us under this Lease, or retain your property, granting you credit for the reasonable value of your property against any amounts you owe us.

9.5 Holding Over. This Lease terminates without further notice at the expiration of the Lease term, unless expressly renewed by us under Section 1.4. Any holding over by you after expiration of this Lease without our express written consent is not a renewal or extension of the Lease term and will not give you any rights in or to the Parcel.

9.6 Waiver of Damages. YOU WAIVE ANY CLAIM FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, USE OR BUSINESS OPPORTUNITY, ARISING UNDER OR IN CONNECTION WITH THIS LEASE.

10. General Provisions

10.1 Entire Agreement. This Lease, together with the documents listed on Exhibit B to this Lease (the "ALBA Policies"), is the entire agreement between you and us and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between you and us relating to the same subject matter. If there are any inconsistencies between the terms and conditions of this Lease and the terms and conditions in any of the ALBA Policies, this Lease will control and be binding. If there are any inconsistencies between the terms and conditions of this Lease and the ALBA Summary of Terms of Farm Lease attached to this Lease, this Lease will control and be binding.

10.2 Modification and Severability. This Lease may be modified only as stated in a writing signed by both you and us. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

10.3 Modification of ALBA Policies. We may modify or amend any of the ALBA Policies from time to time in our sole discretion. We will use our reasonable efforts to provide you with copies of any modified ALBA Policies but our failure to do so does not relieve you from your obligation to comply with the ALBA Policies previously in effect until you have actually received the modified ALBA Policies.

10.4 Relationship. You and we are and will remain independent commercial contracting parties. We are not running a business together. The arrangements contemplated by this Lease are not intended to and will not create a partnership, joint venture, employment, fiduciary or similar relationship for any purpose. Neither you nor we have the power or authority to bind or obligate the other to a third party or commitment in any manner.

10.5 Consent. We may film, tape, photograph, interview and otherwise document your operations on the Parcel and your interactions with us and others leasing land from us. You consent to and will cooperate with us in these activities. You consent to our use of your image in these materials, and you will obtain appropriate consent from your employees, contractors, family members or others you may allow on to the Parcel. All video, photographic, audio, written and other materials produced by ALBA in connection with your use of the Parcel and relationship with ALBA, including any and all copyrights in these materials, will be the sole property of ALBA and may be made available by us to third parties, on our website, in our publications or through any other media, in our sole discretion.

10.6 Grievance Policy. If you have a complaint concerning a decision or action by us relating to this Lease or your farming operations, you will follow the ALBA Grievance Policy. You acknowledge receiving a copy of the ALBA Grievance Policy. However, you may not use the procedures or seek the remedies in the ALBA Grievance Policy if you are in default under this Lease or if we have begun eviction proceedings against you. Nothing in the ALBA Grievance Policy limits, qualifies or otherwise affects ALBA's rights or your obligations under this Lease.

10.7 Waiver. Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

10.8 Notices. Notices and consents under this Lease must be in writing and delivered by mail, courier or fax to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 10.8 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

10.9 No Presumption Against Drafter. This Lease will be construed without regard to any presumption or rule requiring construction against the party drafting the Lease.

10.10 Translations Not Binding. We may provide you with a Spanish translation of this document and related summaries or other explanatory materials. We do so as a convenience for you. Should there be any ambiguity or conflict between the English and Spanish language versions of these documents, the English language versions will control. They, not the Spanish translations, are the official, legally-binding documents.

10.11 Counterparts. This Lease may be executed in counterparts, each of which so executed will be deemed to be an original. Such counterparts together will constitute one and the same agreement.

10.12 Governing Law; Jurisdiction and Venue. This Lease is governed by California law. You consent to the exclusive jurisdiction and venue of the state and federal courts of Monterey, California.

* * * * *

This Farm Lease is signed by Lessee and ALBA as of the date first written above:

**AGRICULTURE AND LAND-BASED
TRAINING ASSOCIATION:**

By: _____

Name: Alfred Navarro, Executive Director

Address: P.O. Box 6264
Salinas, California 93912

Telephone: (830) 758-1469

Fax Number: (830) 758-3665

LESSEE:

By: _____

Name: _____

Address: _____

Telephone: _____

Fax Number: _____

ATTACHMENTS

Exhibit A: Parcel Map

Exhibit B: ALBA Policies

ALBA Summary of Terms of Farm Lease

**EXHIBIT A
PARCEL MAP**

[Attached]

EXHIBIT B
ALBA POLICIES

By signing below, you confirm that, in connection with the Farm Lease between you and Agriculture Land-Based Training Association, a California nonprofit public benefit corporation, you have received the documents listed below.

Check all documents received:

- ☐ 1. ALBA Farmer Policies
- ☐ 2. ALBA Soil Conservation Plan
- ☐ 3. ALBA Equipment Use Protocol
- ☐ 4. ALBA Equipment Memorandum of Understanding
- ☐ 5. ALBA Services Bill Calculation Policy
- ☐ 6. ALBA Grievance Policy
- ☐ 7. ALBA Contract Renewal Process
- ☐ 8. ALBA Irrigation Protocol
- ☐ 9. Rules of ALBA

(Lessee Name, please print)

By: _____

(Signature)

ALBA Summary of Terms of Farm Lease

Farmer Name: _____

Lease Start Date: _____, 20__

Lease End Date: _____, 20__

Parcel Number(s): _____

Number of Acres: _____

Rent Per Acre: \$_____ per year
 \$_____ per month

Rent Payment Due Date (Check One):

- ☐ Total yearly on each anniversary
- ☐ 50% on each anniversary and 50% every 6 months
- ☐ 50% on each anniversary and equal monthly payments after

Late Payment Fee: We will charge you a late fee if your payment is more than 5 days late.

This is a summary of the basic terms of the Farm Lease between you and ALBA. Please refer to your Farm Lease for the full set of terms and conditions relating to your farm rental. If there are any inconsistencies between the Farm Lease and this Summary, the Farm Lease will control.